

LOS ALAMOS NATIONAL LABORATORY MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT ("Agreement") is entered into by and between LOS ALAMOS NATIONAL SECURITY, LLC, a Delaware company having its principal place of business at P.O. Box 1663, Los Alamos, NM 87545, hereinafter referred to as the PROVIDER, and _____, hereinafter referred to as the "RECIPIENT," the parties to this Agreement being referred to individually as a "Party," and collectively as "Parties."

BACKGROUND

The PROVIDER conducts research and development at the Los Alamos National Laboratory for the U. S. Government under Contract No. DE-AC52-06NA25396 with the U. S. Department of Energy, National Nuclear Security Administration.

Certain MATERIAL has been developed in the course of the PROVIDER'S research and development at Los Alamos National Laboratory. In response to the RECIPIENT'S request, the PROVIDER is transferring this MATERIAL to RECIPIENT for use in scientific research as described in Article 3 of this Agreement.

AGREEMENT

1. MATERIAL means
2. MATERIAL is the PROVIDER'S intellectual property and is embodied in the following patents, copyrights, patent applications, or patent disclosures:
3. RECIPIENT does not acquire any property right, title or interest in the MATERIAL. The transfer of the MATERIAL constitutes a non-exclusive, non-commercial license to RECIPIENT to use the Material solely to _____.

No rights are granted to RECIPIENT to use the MATERIAL for purposes of sale, consultation, provision of services or any other commercial purposes under this Agreement. This Agreement does not restrict the PROVIDER'S right to distribute the MATERIAL to other commercial or to non-commercial entities. RECIPIENT will negotiate in good faith to obtain a commercial license from the PROVIDER before making any profit-making or commercial use of any product or process derived from the MATERIAL. The PROVIDER has no obligation to grant a commercial license to RECIPIENT.

The MATERIAL remains the property of the PROVIDER. The Property Representative for this Agreement is Michael J. Shepherd or his/her designee. Any questions concerning the property provided, acquired, or used in the performance of this Agreement should be addressed to his/her attention at the following e-mail address and/or telephone number: disposition@lanl.gov / (505) 665-8063. In addition, the Property Representative is authorized to take any action necessary to comply with the Federal Property Management Regulations, DOE Property Management Regulations, the Albuquerque Property Management instructions, the LANL Property Management Manual and the terms of this Agreement regarding the appropriate acquisition, use, loss, replacement, transfer or return of property furnished under this Agreement.

4. The RECIPIENT will not transfer MATERIAL to any third party. RECIPIENT will refer any request for the MATERIAL to the PROVIDER.

The use, disposition, export and re-export of this property are subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 U.S.C. 2751 et seq.); the Export Administration Act of 1979 (50 U.S.C. Append 2401 et seq.); Assistance to Foreign Atomic Energy Activities (10 CFR part 810); Export and Import of Nuclear Equipment and Material (10 CFR part 110); International Traffic in Arms Regulations (22 CFR parts 120 et seq.); Export Administration Regulations (15 CFR part 730 et seq.); Foreign Assets Control Regulations (31 CFR parts 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibit (a) the making of false statements and concealment of any material information regarding the use or disposition, export or re-export of the property; and (b) any use or disposition, export or re-export of the property which is not authorized in accordance with the provisions of this agreement.

5. The RECIPIENT will use the MATERIAL in compliance with all applicable statutes and regulations.
6. RECIPIENT will not analyze the MATERIAL for composition.
7. In consideration for the MATERIAL, the RECIPIENT will
 - a. acknowledge the source of the MATERIAL in any publications reporting use of it;
 - b. provide the PROVIDER with a report or abstract of any publication or disclosure to a third party referencing the MATERIAL, at least thirty (30) days prior to such publication or disclosure; and
 - c. pay PROVIDER a fee of _____.
8. The MATERIAL is experimental in nature and may have hazardous properties. THE MATERIAL is provided WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY. RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL.
9. In no event will the PROVIDER or the U.S. Government be liable for any claim or liability arising from any use of the MATERIAL by RECIPIENT or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement or the use, handling, storage or disposal of the MATERIAL.
10. RECIPIENT will indemnify the PROVIDER and the U.S. Government for all damages, costs, and expenses, including attorney's fees, arising from RECIPIENT'S use of MATERIAL under this Agreement.
11. This Agreement will be effective on the date of last signature by the Parties ("Effective Date") and will remain in effect for a period of one (1) year from the Effective Date. Either the RECIPIENT or the PROVIDER may terminate this Agreement upon thirty (30) days written notice; provided that termination will not relieve the RECIPIENT or the PROVIDER of any obligation or liability accrued hereunder prior to the effective date of such termination. Upon completion of use of the MATERIAL or upon termination of this Agreement, RECIPIENT will destroy the MATERIAL in RECIPIENT'S possession or, at the PROVIDER'S request, return to the PROVIDER the MATERIAL in RECIPIENT'S possession. The date, quantity, and method of destruction will be recorded and witnessed, and a copy of such record furnished to the PROVIDER.
12. Any payment, notice, or other communication required or permitted to be given to either party hereto will be deemed to have been properly given and to be effective on the date of delivery if delivered in person or by first-class certified mail, postage paid, to the respective address given below.
13. No amendment or modification of this Agreement is binding on the Parties unless made in a writing executed by duly authorized representatives of the Parties.

14. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to this Agreement.

15. The PROVIDER may assign this Agreement without prior notice to a successor contractor designated by the U. S. Department of Energy/National Nuclear Security Administration for operation of the Los Alamos National Laboratory.

By the signatures of their respective Authorized Officials, the PROVIDER and the RECIPIENT have executed this Agreement on the day and year written below. By his/her signature, the Recipient Scientist acknowledges that he/she has read and understood this agreement.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Authorized Official: Director, Technology Transfer Division

Signature of Authorized Official

Date

Name of Provider Scientist:

Address for Notices

Technology Transfer Division

P.O. Box 1663, Mail Stop C334

Los Alamos, New Mexico 87545

ATTN: MTA Agreements Specialist

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Authorized Official: _____ (name)

(title)

Signature of Authorized Official

Date

Name of Recipient Scientist:

Signature of Recipient Scientist

Date

Address for Notices to RECIPIENT: